

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

ROSENDO ZAMORA,	§	
	§	
Plaintiff,	§	Civil Action No. 2:13-cv-00326
	§	
vs.	§	
	§	
BAKER HUGHES INCORPORATED,	§	
	§	
Defendant.	§	

**JOINT MOTION FOR COURT APPROVAL OF
SETTLEMENT, RELEASE OF CLAIMS, AND
DISMISSAL OF CLAIMS WITH PREJUDICE**

Opt-in Plaintiffs Jimmy Brown, Kale Brown, Ernesto Davila, Librado Davila, Jr., Marcus Dewberry, Daniel Gallardo, Steven Mefford, Timothy Nelson, Scott Nickell, Joaquin Olivarez, Joseph Saldivar, and Rosendo Zamora (collectively, the “Plaintiffs”), and Defendant Baker Hughes Incorporated (referred to as “Baker Hughes”) file this Joint Motion for Approval of Settlement, Release of Claims, and Dismissal of Claims with Prejudice as follows:

1. This is a collective action lawsuit under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* Plaintiff Zamora asserts that he and a class of similarly situated persons were misclassified as exempt employees and were not paid for all overtime hours worked, in violation of the FLSA. On behalf of himself and the class, Plaintiff Zamora seeks alleged unpaid overtime under a three-year limitations period, liquidated damages, attorneys’ fees, interest, and costs. Baker Hughes heavily disputes the Plaintiffs’ claims and asserts multiple defenses, including but not limited to defenses as to liability, the applicable statute of limitations, and damages.

2. On July 28, 2014, as stipulated by the parties, the Court conditionally certified a class of similarly situated persons. Twelve putative class members chose to opt in to the lawsuit, namely, Jimmy Brown, Kale Brown, Ernesto Davila, Librado Davila, Jr., Marcus Dewberry, Daniel Gallardo, Steven Mefford, Timothy Nelson, Scott Nickell, Joaquin Olivarez, Joseph Saldivar, and Rosendo Zamora.

3. The Parties exchanged discovery and conducted vigorous and extended settlement negotiations, culminating in a full-day mediation on October 8, 2014 with experienced mediator William H. Lemons, Esq. At mediation, the parties reached a settlement of this matter. Based upon Plaintiffs' counsel's investigation, legal evaluation, and taking into account the contested legal and factual issues involved, including the parties' assessment of the uncertainties of litigation and the relative benefits of settlement, Plaintiffs' counsel believes the settlement to be fair, reasonable, adequate, and in the best interests of the participating class members.

4. Baker Hughes denies that it has any liability to the Plaintiffs. The Parties' settlement is not and shall not be construed as an admission by Baker Hughes or related parties of any fault, liability, or wrongdoing. Baker Hughes expressly denies fault, liability, or wrongdoing. However, Baker Hughes, too, believes that settlement of this matter is preferable to continued litigation.

5. The settlement contains the following material terms, subject to the Court's approval of the settlement and subsequent dismissal of this action:

(a) Each of the twelve participating Plaintiffs will receive a settlement payment. The settlement payment reflects a percentage of the backpay that each Plaintiff claims to have been owed. The percentage was a product of substantial negotiation before and during mediation, taking into account the Plaintiffs' claims and Baker Hughes' defenses as to the merits of the

claims, the applicable limitations period, and the proper calculation of damages. The payment allocations are as follows:

Plaintiff	Amount
Jimmy Brown	\$1,317.59
Kale Brown	\$1,374.12
Ernesto Davila	\$2,490.35
Librado Davila	\$1,599.32
Marcus Dewberry	\$2,153.87
Daniel Gallardo	\$4,880.15
Steven Mefford	\$2,595.99
Timothy Nelson	\$1,829.69
Scott Nickell	\$1,952.45
Joaquin Olivarez	\$1,674.23
Joseph Saldivar	\$961.29
Rosendo Zamora	\$7,680.45

(b) Under the settlement, Baker Hughes has agreed to pay Plaintiffs' law firms the total amount of \$56,981.50 in compensation for attorneys' fees and costs. Plaintiffs' counsel believes that this amount fairly and reasonably compensates them for their work in this matter and in achieving this settlement on behalf of class members.

(c) In exchange for settlement payments, each Plaintiff agrees to release all claims against Baker Hughes and related parties for unpaid wages, liquidated damages, penalties, attorneys' fees, costs, and interest. And in exchange for additional consideration, Plaintiff Zamora agrees to release all claims of any kind against Baker Hughes and related parties.

6. The parties respectfully request that the Court approve the settlement. The Parties and their respective attorneys believe that the settlement is a fair and just resolution of Plaintiffs' claims, which are heavily disputed as to both liability and damages. The settlement does not affect the rights of any putative class member who chose not to opt in to the case.

7. Subject to the Court's approval of the settlement, the parties respectfully request that the Court dismiss all claims with prejudice and that each party shall bear their own costs. The parties have attached a proposed Order approving the settlement and dismissing the case with prejudice in this manner.

Respectfully submitted,

/s/ Michael J. Muskat
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served on all counsel via the Court's Electronic Case Filing System on October 28, 2014.

/s/ Michael J. Muskat
ATTORNEY FOR DEFENDANT